



Part C – Special Terms and Conditions

1. General Overview

This section covers the Special Terms and Conditions for this Solicitation. Offerors are encouraged to thoroughly review all Solicitation Documents. These Special Terms and Conditions supplement the City's **Part D - General Terms and Conditions**.

For this Solicitation, the term "Work" means the goods, services, or deliverables required under the Contract.

2. Change Management

2.1. Contract Modifications:

- 2.1.1 The Contract may be modified only by a written Contract Modification executed by the Purchasing Agent or other authorized City representative. No oral statement, course of conduct, or written communication not executed as a Contract Modification shall be binding on the City.
- 2.1.2 A Contract Modification may add to, delete from, or otherwise revise the scope, quantity, price, delivery requirements, or other terms of the Contract, as authorized by the City. The Contractor shall not proceed with any modified or additional work or services unless and until a written Contract Modification has been issued by the City.
- 2.1.3 When requested by the City, the Contractor shall submit information reasonably necessary to support the proposed modification. The City may accept, reject, or negotiate any proposed modification in its sole discretion.

3. Contract Administration

3.1. Subcontractors and Outside Associates, and Consultants

Any Subcontractors, outside associates, and consultants required by the Contractor in connection with the services covered by the Contract Documents will be limited to individuals or firms that were specifically identified as part of the response submission on **Attachment F Subcontractor List**. The Contractor must obtain the Contracting Officer's written consent before making any substitution for these Subcontractors, Associates, and Consultants.

The Contractor must incorporate all applicable Contract requirements, including terms and conditions, into all subcontracts at any tier, in every subcontract issued pursuant to or under the Contract resulting from this Solicitation.

3.2. Suspension of Performance

- 3.3. The Contracting Officer may, for the convenience of the City, order the Contractor in writing to suspend, delay, or interrupt the performance of all or any portion of the Contract for a period of time determined by the City.
 - 3.3.1 Upon receipt of such written notice, the Contractor shall promptly comply with the suspension as directed. During any period of suspension, the Contractor shall take reasonable steps to protect work in progress, completed services, delivered goods not yet accepted, and any City-furnished property in the Contractor's possession.



3.3.2 Nothing in this section shall be construed to create an obligation for the City to continue performance of the Contract during a suspension period or to convert this Contract into a construction contract.

3.4. Material and Quality Standards

3.4.1 Materials and equipment must conform to the specifications, standards, and performance requirements set forth in the Contract. Where a brand name or manufacturer is specified, such reference establishes a minimum standard of quality and performance and shall be construed to permit brand name or equivalent items, unless expressly stated otherwise.

3.5. Cleaning Up (On City Premises Only – If applicable)

3.5.1 If the performance of services requires the Contractor or its subcontractors to work on City premises, the Contractor shall keep the areas used in connection with its performance free from unreasonable accumulations of waste materials, packaging, and debris generated by the Contractor's activities.

3.5.2 Upon completion of the applicable services, the Contractor shall remove from City premises all materials, tools, equipment, and debris not belonging to the City and shall leave such areas in a clean, neat, and orderly condition satisfactory to the City.

3.5.3 This section applies only to work performed on City premises and does not apply to off-site manufacturing, delivery, or remote services.

3.6. Time Extensions

The Contract Period may be extended only by written agreement of the parties, executed by the Contracting Officer. The Contractor shall provide written notice to the City as soon as practicable after becoming aware of any event that may materially affect performance. No extension shall be effective unless approved in writing by the City.

4. Deliverables, Manuals, and Training

4.1. Deliverables and Closeout Requirements

The Contractor shall furnish all deliverables required by the Contract Documents, including, if applicable, documentation, warranties, certifications, training materials, and other items necessary to demonstrate completion and compliance with Contract requirements. All deliverables shall be submitted in the form, quantity, and format specified by the City.

4.2. City Acceptance

4.2.1 City Acceptance occurs when the City determines that the goods, services, or deliverables conform to the requirements of the Contract and are accepted for use by the City.

4.2.2 Payment alone shall not constitute City Acceptance unless payment is issued without reservation after the City has had a reasonable opportunity to inspect the goods or services and has otherwise indicated acceptance.

4.3. Payment



Upon City Acceptance and submission of a complete and accurate invoice in accordance with the Contract, the City will process payment in accordance with **Part D – General Terms and Conditions.**

5. Eligibility Requirements

The Contractor must, without additional expense to the City, obtain any necessary licenses.

5.1. Practice License:

The Contractor shall possess and maintain all licenses, certifications, or registrations required by law for the performance of the services.

5.2. Alexandria Business Licenses:

In accordance with Chapter 1, Title 9, of the Code of the City of Alexandria, the following must possess a current City business license:

5.2.1 Contractor;

5.2.2 All subcontractors, sub-Subcontractors, and suppliers at any tier with a definite place of business in the City; and

5.2.3 All subcontractors, sub-Subcontractors, and suppliers at any tier, without a definite place of business in the City, the gross receipts of which, from business conducted in the City, are expected to exceed twenty-five thousand dollars (\$25,000) in any calendar year.

6. Inspection, Rejection, and Cure

6.1. The City may inspect the goods, services, or deliverables at any reasonable time to determine whether they conform to the requirements of the Contract. Inspection does not constitute Acceptance, which occurs only as provided in the **Part C - City Acceptance.**

6.2. If the City determines that any goods, services, or deliverables do not conform to Contract requirements, the City may reject the nonconforming portion and require the Contractor, at the City's option, to repair, replace, or re-perform the nonconforming goods or services at no additional cost to the City and within a reasonable time specified by the City.

6.3. If the Contractor fails to timely correct the nonconformance, the City may:

6.3.1 accept the nonconforming goods or services with an appropriate price adjustment;

6.3.2 obtain replacement goods or services from another source and charge the Contractor for any additional costs incurred; or

6.3.3 pursue any other remedies available under the Contract or applicable law.

6.4. Nothing in this section limits the City's rights under applicable warranty provisions of the Contract.

7. Liquidated Damages



Liquidated damages are in addition to, and not in lieu of, any other rights or remedies available to the City under the Contract or applicable law.

7.1. General Provisions

The Contractor acknowledges that failure to perform certain obligations under this Agreement will result in damages to the City and to riders that are difficult to quantify precisely, including disruption of mobility, missed appointments, inconvenience, administrative burden, and harm to public confidence in the service.

The liquidated damages set forth herein represent a reasonable estimate of the damages likely to be incurred and are not intended as a penalty. Liquidated damages may be assessed independently or cumulatively and may be deducted from amounts otherwise due to the Contractor.

The City reserves the right to issue a written warning or require corrective action in lieu of liquidated damages for first-time or isolated minor deficiencies, except in cases involving rider safety, accessibility, missed trips, billing irregularities, or repeated noncompliance.

7.2. Definitions

- "Missed Trip" means a scheduled trip not provided to the rider due to Contractor failure and not canceled by the rider or refused due to a properly documented rider no-show.
- "Improper No-Show" means a trip coded as a rider no-show, rider not present, or similar when required pickup, wait time, and rider contact procedures were not followed.
- "Excessively Late Pickup" means a pickup occurring more than fifteen (15) minutes after the close of the scheduled pickup window, unless excused due to force majeure or other documented City-approved exception.
- "Substantiated Complaint" means a rider complaint investigated and determined to involve Contractor noncompliance with service, safety, accessibility, communication, or customer service requirements.
- "Systemic Deficiency" means repeated or widespread noncompliance identified through audits, trip reviews, complaint investigations, performance reports, or invoice review.

7.3. Trip-Level Liquidated Damages

CATEGORY	ASSESSMENT	NOTES
Missed Trip	\$250 per occurrence	City may establish higher assessments for ADSC or enhanced-risk trips.
Excessively Late Pickup	\$50 per occurrence	Applies to material service failures, not minor deviations.
Failure to Notify Rider or City of Service Disruption	\$100 per occurrence	Includes after-hours communication failures where required.
Improper No-Show Coding	\$100 per occurrence	May also result in fare/trip disallowance.



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Failure to Follow Pickup / Contact Procedures	\$75 per occurrence	Includes failure to follow approved site-specific instructions.
Failure to Honor ADA Accommodation	\$150 per occurrence	Includes approved alternate pickup locations and assistance requirements.
Technology / Driver App Non-Use	\$50 per occurrence or \$250 per day for systemic failure	Applies where technology use is contractually required.
Inaccurate Data / Reporting	\$100 per occurrence or \$500 per reporting cycle for systemic deficiencies	Supports auditability and performance verification.
Unsupported Billing / Invoice Error	Repayment of unsupported amount plus 10% administrative assessment (minimum \$100)	May be applied in addition to repayment.
Uniform Non-Compliance	\$50 per occurrence per personnel member	

7.4. Monthly Performance Assessments

PERFORMANCE STANDARD	REQUIRED STANDARD	ASSESSMENT	MEASUREMENT
Monthly On-Time Performance (OTP)	93.0% minimum	See Below 7.4.1-7.4.5	Measured monthly using City-approved trip data and OTP methodology.
Monthly Missed Trip Rate	Not to exceed 0.25% of scheduled trips per month	Exceeds by up to 0.10% = \$1,000; Exceeds by more than 0.10% = \$2,500	Measured monthly based on scheduled trips and City-approved missed trip definition.
Required Staffing / Fleet / Dispatch Capacity	Maintain contractually required drivers, vehicles, dispatch coverage, and backup capacity	\$500 per day of noncompliance	Measured through staffing records, service reports, audits, and City review.

7.5. Tier 1: Minor Non-Compliance

- **Applicable OTP Range:** 90.5% to 92.9%
- **Liquidated Damages:** 0.75% of the total monthly invoice for each full percentage point (and pro-rata for fractions thereof) that the achieved OTP falls below the OTP Goal.

7.6. Tier 2: Significant Non-Compliance

- **Applicable OTP Range:** 88.0% to 90.4%
- **Liquidated Damages:** 1.1% of the total monthly invoice for each full percentage point (and pro-rata for fractions thereof) that the achieved OTP falls below the OTP Goal.

7.6.1 Tier 3: Unacceptable Performance

- **Applicable OTP Range:** Below 88.0%
- **Liquidated Damages:**



- **First Month of Non-Compliance:** A flat reduction of 5.5% of the total monthly invoice.

7.7. **Each Subsequent Consecutive Month of Non-Compliance:** The percentage reduction will increase by 0.5% of the total monthly invoice for each consecutive month that the OTP remains below 88.0%, up to a maximum reduction of 7.5% of the total monthly invoice.

7.7.1 Definition of Consecutive Month

For the purpose of Tier 3 LDs, a "consecutive month" is defined as any calendar month immediately following another calendar month in which the achieved OTP was below 88.0%.

7.7.2 Resetting Escalation

The escalation of Liquidated Damages in Tier 3 may reset to the first-month rate if the Contractor achieves an OTP of 88.0% or greater for one full calendar month.

7.8. Administration and Appeals

The City shall notify the Contractor in writing of any assessed liquidated damages and the basis for such assessment. The Contractor may submit written documentation disputing an assessment within the timeframe established by the City's contract administration procedures.

The City shall have sole authority to determine whether a deficiency occurred, whether an occurrence is excusable, and whether liquidated damages will be assessed, waived, or reduced based on supporting documentation.

Nothing in this section shall limit the City's right to require corrective action plans, withhold payment, disallow unsupported invoice amounts, require retraining, or pursue any other contractual remedy available under the Agreement.

8. Payment and Invoicing

8.1. Invoicing Requirements

8.1.1 Payment will be made in accordance with the Contract and **Part D – General Terms and Conditions**, after acceptance of the goods or services by the City.

8.1.2 Unless otherwise specified in the Contract, the Contractor shall submit invoices to the City in the manner directed by the City. Each invoice must include, at a minimum:

- Contractor name
- Contract number
- Purchase Order number (if applicable)
- Description of goods delivered or services performed
- Applicable contract line item or unit price
- Date(s) of delivery or performance
- Invoice date



Invoices that do not contain the required information may be returned for correction and resubmission. Payment timeframes shall not begin until a complete and accurate invoice is received and accepted by the City.

8.2. City's Right to Withhold Payment

The City may withhold payment, in whole or in part, for goods or services that are nonconforming, incomplete, or otherwise not provided in accordance with the Contract, until such deficiencies are corrected to the City's satisfaction.

8.3. No Advance or Progress Payments

Unless expressly authorized in the Contract, the City shall not make advance payments or progress payments for goods or services prior to delivery, performance, and acceptance.

9. Renewal of Contract

9.1. The City of Alexandria may, at its sole discretion, renew this Contract for one (1) additional one-year period, or for up to four (4) successive one-year periods, under the same terms and conditions as the original Contract, except as expressly modified below.

9.2. Written notice of the City's intent to renew shall be provided to the Contractor at a reasonable time, generally not less than ninety (90) days prior to the expiration of the then-current Contract term.

9.3. Price adjustments, if any, may be negotiated only at the time of renewal and shall be subject to the following limitations:

9.4. Renewal Period(s)

If the City elects to renew the Contract for any subsequent one-year periods, the Contract price(s) for that renewal period shall not exceed the original Contract price(s) increased or decreased by more than the percentage change in the All items category of the Consumer Price Index for All Urban Consumers (CPI-U) of Washington-Arlington-Alexandria Area, as published by the U.S. Bureau of Labor Statistics, for the most recent twelve (12) months for which data is available.

Note: Any approved price adjustment shall apply only to the renewal term and shall not alter the pricing applicable to any prior Contract period. Price increases are not retroactive.

10. Safety and Compliance

10.1. If the Contractor performs services on City premises, the Contractor shall be solely responsible for conducting its operations in a safe manner and in compliance with all applicable federal, state, and local safety and health laws and regulations.

10.2. The Contractor shall take reasonable precautions to protect its employees, City personnel, the public, and City property from injury or damage arising out of the Contractor's performance of the Contract.

10.3. Nothing in this section shall be construed to assign to the City any duty to supervise, control, or ensure the safety of the Contractor's operations.

11. City-Related Conditions and Contractor Responsibilities



11.1. City-Furnished Property

- 11.1.1 If the City provides property to the Contractor for use in connection with this Contract, such property shall be used solely for performance of the Contract and only for the purposes authorized by the City.
- 11.1.2 Title to City-furnished property shall remain with the City at all times. The Contractor shall maintain reasonable property control records and shall be responsible for the care, custody, and control of City-furnished property while it is in the Contractor's possession, except for reasonable wear and tear or consumption expressly authorized by the Contract.
- 11.1.3 Upon completion or termination of the Contract, the Contractor shall return, prepare for shipment, or otherwise dispose of City-furnished property as directed by the City. Any net proceeds resulting from authorized disposal shall be credited to the Contract or paid to the City, as directed.

11.2. Hazardous Materials

- 11.2.1 The Contractor shall handle, store, transport, use, and dispose of any hazardous materials associated with the performance of this Contract in compliance with all applicable federal, state, and local laws, regulations, and ordinances.
- 11.2.2 The Contractor retains ownership of any hazardous materials generated as a result of its performance and shall be solely responsible for cleanup, remediation, and reporting of any spills, releases, or contamination caused by the Contractor, as required by law.
- 11.2.3 All hazardous materials shall be properly packaged, labeled, and managed in accordance with applicable regulatory requirements.

11.3. Use of City Premises and Storage Areas

- 11.3.1 If the Contractor performs services on City premises, the Contractor shall confine its operations, including any temporary storage of materials or equipment, to areas authorized or approved by the City.
- 11.3.2 The Contractor shall be responsible for any damage to City property resulting from its performance and shall restore affected areas to their prior condition, reasonable wear and tear excepted.

11.4. Permits, Licenses, and Legal Compliance

- 11.4.1 The Contractor shall, at its own expense, obtain and maintain all licenses, permits, and approvals required by law for the performance of goods or services under the Contract and shall comply with all applicable federal, state, and local laws, regulations, and ordinances.
- 11.4.2 The Contractor shall be responsible for the acts and omissions of its employees, agents, and subcontractors and for any damage to City property or third-party property caused by the Contractor's negligence or willful misconduct in the performance of the Contract.
- 11.4.3 Nothing in this section shall be construed to impose construction-related obligations or to require the Contractor to assume responsibility for



conditions beyond those reasonably related to the performance of goods or services under this Contract.

11.5. Damage to Property

11.5.1 The Contractor shall promptly repair or replace, at no cost to the City, any damage to City property or third-party property caused by the Contractor's negligence or willful misconduct in connection with the performance of the Contract.

11.5.2 If the Contractor fails to timely correct such damage after notice from the City, the City may cause the necessary repairs to be made and charge the reasonable cost to the Contractor.

11.6. Site Familiarity

11.6.1 If performance of services under this Contract requires work to be performed on City premises, Offerors are encouraged to become familiar with general conditions that may reasonably affect performance.

11.6.2 Failure to do so shall not relieve the Contractor of its obligation to perform the Contract in accordance with its terms.

12. Quantity / Level of Effort – No Guarantee

12.1. The City does not guarantee any minimum quantity of services, number of hours, level of effort, or volume of work under this Contract. Any quantities, hours, or estimates referenced in the Solicitation or Contract Documents are provided for planning and evaluation purposes only and shall not be construed as commitments by the City.

12.2. The Contractor shall furnish services only as authorized by the City and only to the extent ordered, requested, or funded by the City. The City may increase, decrease, or eliminate services within the scope of the Contract based on its needs, funding availability, or operational requirements.

12.3. Compensation under the Contract shall be based solely on the services actually performed and accepted by the City in accordance with the Contract. No adjustment to pricing, rates, or fees shall be permitted due solely to the City's ordering of quantities or hours that differ from estimates provided in the Solicitation.

12.4. Any material change to the scope of services, level of effort, not-to-exceed amount, or pricing structure must be authorized by a written Contract Modification executed by the City in accordance with this Contract. The Contractor shall not perform additional services or incur costs in excess of authorized amounts without such written approval.

12.5. Nothing in this section shall be construed to create an obligation for the City to order services, to exhaust any estimated quantities or funding amounts, or to compensate the Contractor for anticipated but unperformed services. The quantities outlined in the Solicitation Documents are approximate, and the unit prices proposed must be applied to the estimated quantities shown in the Solicitation response to reflect an increase or decrease. Any increase to quantities must require a Contract Change Order signed by the Contracting Officer.

13. Contractor Personnel



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- 13.1. The Contractor is responsible for the conduct, supervision, and performance of its employees, agents, and subcontractors engaged in the performance of the Contract.
- 13.2. The City may require the removal and replacement of any Contractor personnel from work on City premises if such personnel:
 - 13.2.1 pose a safety or security risk;
 - 13.2.2 fail to comply with applicable laws, regulations, or City policies;
 - 13.2.3 engage in misconduct, disruptive behavior, or inappropriate conduct; or
 - 13.2.4 are otherwise determined by the City to be unsuitable for work on City property for reasons related to safety, security, or operational integrity.
- 13.3. Removal of Contractor personnel under this section does not relieve the Contractor of its obligation to perform the Contract in accordance with its terms and does not entitle the Contractor to additional compensation or an extension of time.

14. Use of Contract By Other Public Bodies

- 14.1. Offerors are advised that § 2.2-4304.B of the Virginia Public Procurement Act will apply to this solicitation and any Contract resulting from this solicitation may be extended, with the Contractor's authorization, to another public body to permit its use of the Contract. If the Contractor authorizes another public body to use a Contract resulting from this solicitation, the Contractor will deal directly with that public body concerning all matters regarding the Contract, including, but not limited to:
 - 14.1.1 Terms and conditions required by that public entity;
 - 14.1.2 Placement of orders;
 - 14.1.3 Issuance of purchase orders;
 - 14.1.4 Contractual disputes; and
 - 14.1.5 Invoicing and payment.
- 14.2. A Contractor may withdraw its authorization to extend its Contract to a public body.
- 14.3. It is the Contractor's responsibility to notify other public bodies of the availability of the Contract.
- 14.4. The City shall not be held liable for any costs or damages incurred by a public body or Contractor as a result of any Contract being extended or not extended to that public body by the Contractor.